



## Housing and Meal Plan Contract

### Academic Year 2023-2024

*Please read all provisions of this Contract as you are legally bound by these terms and conditions for the entire academic year.*

*Please contact us should you require this Contract in any other format.*

Contact us at: 1-303-871-2246, <https://studentaffairs.du.edu/housing/> or [housingassignments@du.edu](mailto:housingassignments@du.edu)

### Disclaimer

Upon acceptance by the University of Denver (“the University”), the University, through this Housing and Meal Plan Contract (“Contract”) and in accordance with the Housing Application, grants to the student a revocable license to occupy the assigned living quarters, as specified in the housing placement notification. The student understands that this Contract, and the license being granted, may be terminated by the University if: (1) the student violates any term or condition of this Contract or any applicable University policies; (2) the student is no longer eligible to remain in University housing; and/or (3) the University determines, in its sole judgment, that termination is necessary to protect the health, safety, and/or welfare of the student or other members of the University community. If the University terminates this Contract, and the license granted herein, the student must remove all belongings and complete the check-out process specified by Housing and Residential Education (“HRE”) by the date set forth in the housing termination notification.

Because this Contract is not a lease, the University is not required to follow eviction procedures prior to terminating this Contract, and the student does not have the legal rights of a lessee. Completion of the Housing Application in no way implies acceptance to the academic programs at the University or any guarantee of receiving a placement in University housing.

### Live-On Requirement and Release

- The University has a requirement that undergraduate students must reside in University housing and subscribe to a residential meal plan for the first two years they attend the University unless they meet the criteria for release the live-on requirement as set forth below.
- Before executing this Contract, to avoid the cancellation fee and/or being charged any other housing or meal plan fees, students may request to be released from University housing and/or residential meal plan requirements by completing the appropriate Contract Release form in the [Housing Portal](#).
- At the time of submitting such requests, the student must provide documentation of one or more of the following criteria:
  - The student will be living during the academic year at their parent/legal guardian’s permanent residence within a twenty-five (25) mile driving distance of campus;
  - The student is legally married or in a legally recognized civil union;
  - The student is 21 years of age or older before University housing opens for the academic year;
  - The student resides with their dependent children; or
  - The student is a transfer student who lived for two years in housing affiliated with the institution of higher education that they previously attended.
- If the University approves a student for release from the live-on and/or meal plan requirement, the release applies **only** to the term of this Contract. The student must submit a release request for each year of the two-year live-on requirement.
- Students who have already executed this Contract must follow the procedures set forth in the Contract Breakage section below.

### Accommodations/Medical Leave of Absence/Study Abroad

- Students with disabilities, medical or mental health conditions may request an accommodation related to the requirements of

this Contract or for any other housing/living needs, such as an emotional support animal, by submitting the request through the [Disability Services Program \(DSP\)](#).

- The University strongly encourages students to submit a request for accommodation to DSP promptly and prior to the priority deadline for submission of the HRE housing application as specified on the HRE website.
  - DSP will evaluate each request to determine eligibility for reasonable accommodations related to the requirements of this Contract or for other housing/living needs.
  - Following DSP's determination of eligibility, HRE implements approved reasonable accommodations based on availability at the time of DSP's notification of the approved accommodation.
  - Students who receive an approved housing accommodation through DSP to be released from housing and/or residential meal plan requirements will incur pro-rated charges from the start of the term of this Contract through the date the student checks out of University housing or the date of approval of the cancellation of the meal plan, as applicable.
- Students who receive an approved medical leave of absence will incur pro-rated charges for room and board from the start of the term of this Contract through the date on which the student checks out of University housing.
  - For students who are participating in a study abroad program through the University, this Contract will terminate at the end of the quarter prior to the student's departure for the study abroad program. Students must submit a new housing application and execute a new contract for the academic quarter in which they return.

## Term & Eligibility

- Unless otherwise specified in the housing placement notification, the term of this Contract is the entire academic year consisting of Autumn, Winter, and Spring Quarters as listed in the Academic Year Calendar published by the Office of the Registrar.
- This Contract is effective on the move-in date designated on the housing placement notification and extends through the move-out date specified by HRE for the applicable academic term, provided that University housing is closed and students are not permitted to remain in University housing during winter break unless HRE has approved a student to remain in University housing during the winter break subject to a winter break housing charge, as applicable.
- To be eligible for University housing, students must (1) be full-time degree-seeking students (12 credits for undergraduates and 8 credits for graduate students) at the University; and (2) not be enrolled in fully online program(s) that have no systematic in-person component on campus.
- The University does not automatically release students from this Contract if their credit load falls below the amount specified in this Contract provided that they are still enrolled in class(es) for that quarter/semester.
- The University will terminate this Contract if a student is no longer eligible to remain in University housing as specified in this Contract, such as when the student has withdrawn from all classes, the student has been approved for a medical leave of absence, and/or the Office of International Education has informed HRE that the student is participating in a study abroad program through the University.
- HRE may consider a student's disciplinary status as a factor in determining a student's eligibility for University housing.

## Deposit, Payments & Rates

- The University will charge incoming students who apply for University housing a \$200 nonrefundable housing deposit as part of the process for accepting an offer of admission to the University. The University will apply such deposit toward room charges for the first quarter/semester of this Contract.
- The University initiates room and residential meal plan charges when University housing opens for the applicable academic term regardless of the date of occupancy. Students are responsible for payment of room, residential meal plan, and any other charges as specified herein. These charges are billed to the student's myDU account and payable according to deadlines established by the Bursar's Office.
- The University reserves the right to adjust rates at any time during the year with at least thirty (30) days written notice to the

residents, following which the new rate shall be due and payable.

- This Contract does not apply to housing for Summer session. Summer housing rates and placements are subject to a separate contract and are in addition to those charged during the academic year.

## Contract Breakage

By June 30, 2023: Students who are not subject to the live-on requirement must complete and submit the Contract Breakage Request Form no later than June 30, 2023, or they will be bound by the terms of this Contract. **The student is responsible for verifying that Housing and Residential Education received the completed Contract Breakage Request Form by the deadline and for verifying that the University has canceled this Contract.**

- After June 30, 2023: Criteria for Requesting Contract Breakage
  - Students who receive a housing placement notification after June 30, 2023, and who are not subject to the live-on requirement have five (5) business days from the date of their housing placement notification to cancel this Contract, with no further financial obligation other than the cancellation fee. **The student is responsible for verifying that Housing and Residential Education received the completed Contract Breakage Request Form by the deadline and for verifying that the University has canceled this Contract.**
  - Significant Unanticipated Change in Circumstances: The University, in its sole discretion, may approve a breakage of this Contract based upon a significant unanticipated change in circumstances beyond the student's control that occurs after the date on which the student executed this Contract.
    - Students must complete and submit the Contract Breakage Request Form and include an explanation and adequate supporting documentation for the significant unanticipated change in circumstances.
    - The University will review the request and inform the student of the decision.
  - Graduation/Official Withdrawal: Students must submit the Contract Breakage Request Form based on graduation or official withdrawal from the University with adequate supporting documentation.
- Students who have been approved for Contract Breakage after check-in must remove all belongings and complete the check-out process specified by HRE within 48 hours of or notification of approval for Contract Breakage.
- Students who have been approved for Contract Breakage will be responsible for the amounts set forth in the applicable table below.

### PRE-CHECK IN CONTRACT BREAKAGE

Timing of Approval	Financial Responsibility
Execution of Contract – June 30, 2023	<ul style="list-style-type: none"> <li>• \$200 Cancellation Fee</li> </ul>
July 1, 2023 – One Day before Specified Check-in Date	<ul style="list-style-type: none"> <li>• \$200 Cancellation Fee; and</li> <li>• \$1,000 Breakage Fee</li> </ul>

### POST-CHECK IN CONTRACT BREAKAGE

Timing of Approval and/or Student Check Out (Whichever is Later)	Financial Responsibility
Approved Significant Unanticipated Change in Circumstances	<ul style="list-style-type: none"> <li>• \$1,200 Breakage Fee;</li> <li>• Pro-rated Room and Meal Plan Charges through Date Student Checks Out of University Housing; and</li> <li>• Assessed Damages (if any)</li> </ul>

Graduation or Official Withdrawal from University	<ul style="list-style-type: none"> <li>• Pro-rated Room and Meal Plan Charges through Date Student Checks Out of University Housing; and</li> <li>• Assessed Damages (if any)</li> </ul>
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## Notices

- The student understands that the University will send all student account information and notices to the student’s University issued email account (“DU email”).
- The student will be deemed to have received such notices when the email enters the University information processing system for the student’s DU email.
- The student acknowledges that they are responsible for regularly checking their DU email from the time they submit a Housing Application until the end of the term of this Contract.
- The student’s failure to check their DU email or receive any billing statements is not valid grounds to appeal financial obligations for their housing or meal plan.

## Housing Placements/Reassignments

- HRE offers housing placements according to availability and capacity.
- HRE does not guarantee housing placements for all students who are subject to the live-on requirement.
- HRE gives priority to students who are fulfilling the two year live-on requirement who have submitted a Housing Application by the deadline specified on the HRE website. Priority refers to receiving a housing placement, not necessarily the student’s requested roommate, first choice of building, room, floor/wing, or occupancy.
- “No Show”
  - For students who are subject to the live-on requirement, unless HRE has given the student prior written approval, the housing placement will be held until 12 noon (12:00 pm) on the second day of classes for the quarter. Students who fail to check in by this deadline will lose that housing placement, and the student is still to be subject to the obligations of this Contract and the live-on requirement and is liable for the room, meal plan, and any other charges under this Contract.
  - For 3<sup>rd</sup> year or 4<sup>th</sup> year students who have met the live-on requirement and for graduate students, unless HRE has given the student prior written approval, the housing placement will be held until 12 noon (12:00 pm) on the second day of classes for the quarter/semester. Students who fail to check in by this deadline will lose that housing placement, and the student is still subject to the obligations of this Contract and is liable for the room, meal plan, and any other charges under this Contract.
- Only the student to whom the housing placement is issued may occupy the living quarters specified in the housing placement notification.
- The University reserves the right to make temporary assignments and to reassign students for the duration of this Contract at any time, in the University’s sole discretion.
- For reassignments for the duration of this Contract, the University will inform the student of the relocation to a similar room within University owned or operated housing no later than 48 hours in advance of the relocation.
- HRE will coordinate moves only for students who initiate their own move request during the specified room change periods by submitting a request through the [Housing Portal](#) or contacting a HRE professional staff member, which does not include Resident Assistants or desk staff. No one can request a move on behalf of a student or request that another student be required to move.
- HRE reserves the right to refuse to adjust housing placements before the Friday of the third week of classes for each quarter/semester.

## Room Access

The University reserves the right to enter a student’s living quarters without notice for the purpose of inspecting the premises when an authorized agent of the University has reasonable belief that:

- Entry is necessary to investigate a concern about the to the health, safety, and/or welfare of a member of the University community;
- A suspected violation of University policies or a crime has occurred;
- Cleaning, maintenance, repair, and/or other related inspection is necessary;
- Verification is necessary that closing procedures were completed for break periods;
- Inspection is needed to verify that the living quarters are ready for a new resident; and/or
- University property is being or has been damaged.

## Behavioral Expectations

- The student agrees to abide by the policies set forth in the Guide to Residence Living (available at <https://studentaffairs.du.edu/housing/>), the Honor Code, and all applicable local, state, and federal laws, and applicable public health orders and guidance. Failure to comply may result in the student losing privileges with respect to housing, dining services, and/or disciplinary removal from University housing.
- The student shall not make alterations or changes, including but not limited to painting the walls or furniture or removing/disassembling University-provided furniture, to their assigned living quarters or any other space within University housing. The University will not move or store furniture.
- If an incident between roommates occurs, the University reserves the right, in its sole discretion, to remove either or both student(s) from the living quarters.
- The University may immediately suspend or remove the student from University housing if the University determines the student's continued occupancy poses substantial risk of harm to the health, safety, and/or welfare of others or unduly interrupts University operations. If the University removes the student from University housing, the University will not refund room, meal plan, or any other charges, and the student will be responsible for the room, meal plan, and any other charges under this Contract.
- At any time, if the University determines, in its sole discretion, that based on the student's past behavior or criminal activity, the student's continued occupancy poses substantial risk of harm to the health, safety, and/or welfare of others or unduly interrupts University operations, the University may remove the student from University housing.

## Abandoned Property

- The University considers any personal effects, valuables, or other property that students leave behind following the termination or expiration of this Contract abandoned property, and the University may retain such property as its property or may dispose of such property through sale, donation, or in such other manner as the University in its sole discretion may determine.
- The University has the right to retain the proceeds derived from the sale or other disposition of such property. The University may charge the student for any costs the University incurs in moving or removing such property from the living quarters.

## Damages

- The student is financially responsible for all damages incurred by themselves or their guests and repair of these damages. Damages or service costs resulting from actions or neglect by the student or their guests may include, but are not limited to, fire damage, water damage, any damaged or missing furniture, any lost property, changes to locks or keys, or any other resulting service costs. The student agrees to pay for damages to their assigned living quarters and group damage charges for damage to the building as set forth in the Guide to Residence Living (available at <https://studentaffairs.du.edu/housing/>).
- Students are not permitted to make their own repairs within their assigned living quarters for any damages or broken items. The student must submit work requests for repair of broken items.
- Because the University is not responsible for loss or damage to a student's personal belongings or those of the student's guests, regardless of the cause, it is strongly recommended that the student review their current homeowners policy to determine applicable coverage and/or purchase renters insurance through a private insurance carrier licensed by the State of Colorado.

## Residential Meal Plans

- Residential meal plans can only be changed prior to the first Thursday of the quarter or as otherwise specified on <https://studentaffairs.du.edu/housing/>. Students must request a meal plan change through the [Housing Portal](#) or by contacting HRE at [housingassignments@du.edu](mailto:housingassignments@du.edu).
- Students who are subject to the live-on requirement may not cancel a meal plan independently from this Contract unless a student submits a Contract Breakage Request Form and includes all necessary supporting documents demonstrating a need for exemption. The University will review these requests on a case-by-case basis. If the University approves the request, the University will remove the meal plan accordingly and charge the student on a pro-rated basis through the effective date of cancellation, provided that the University will not refund meal plan charges incurred prior to the effective date of cancellation for missed or uneaten meals.
- Students forfeit any remaining meals at the end of each quarter/semester, and the University will not refund charges for missed or unused meals. The University carries over unused meal plan cash within the term of this Contract, but the University will not refund charges or carryover unused meal plan cash balances at the end of the term of this Contract.
- If a student officially withdraws from the University prior to week six (6) of the quarter, the University will credit the student's account for a pro-rated portion of the meal plan based on the day on which the student files the applicable withdrawal documentation with the University or vacates their assigned living quarters, whichever occurs later.
- The University does not provide meal service during any of the break periods between quarters or during the Summer.
- Available meal plans are listed at <https://studentaffairs.du.edu/housing/room-board-rates>.

*The University provides equal opportunity in employment, educational activities, and other programs to all employees, students, and applicants. The University prohibits discrimination on the basis of race, color, national origin, ancestry, age (for employment 40 and over), religion, creed, disability, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, genetic information, military enlistment, or veteran status, and any other class of individuals protected from discrimination under federal, state, or local law, regulation, or ordinance in any of the University's educational programs and activities, and in the employment (including application for employment) and admissions (including application for admission) context, as required by Title IX of the Education Amendments of 1972; Title III of the Americans with Disabilities Act of 1990, as amended in 2008; Section 504 of the Rehabilitation Act of 1973; Title VI and VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; and any other federal, state, and local laws, regulations, or ordinances that prohibit discrimination, harassment, and/or retaliation. You may refer any concerns about allegations of discrimination to the University of Denver, Office of Equal Opportunity & Title IX, Driscoll Center South, Suite 30, 2050 E. Evans Ave., Denver, CO 80208, (303) 871- 7016 or [titleix@du.edu](mailto:titleix@du.edu) or to the U.S. Department of Education, Office for Civil Rights, 1244 Speer Blvd., Suite 310, Denver, CO 80204.*

All questions concerning this Contract should be directed only to [housingassignments@du.edu](mailto:housingassignments@du.edu) or 1-303-871-2246. Other staff members, including but not limited to desk staff, residence hall staff, and Resident Assistants, are not authorized to interpret this Contract and/or to bind the University regarding any modifications to this Contract.